

From:

Case 15-12912 Doc 25

Filed 09/01/15

Entered 09/01/15 17:35:27

Desc Main

Document Page 1 of 21

07/29/2015 18:08

#308 P.001/021

NATIONSTAR MORTGAGE LLC
INSURANCE CENTER
P.O. BOX 7729
SPRINGFIELD, OH 45501-7729

MICHAEL THIBODEAU
CHRISTINE THIBODEAU
40 BRK ST
SCITUATE, MA 02066

Re: 0618651632-011D





May 26, 2015

MICHAEL THIBODEAU
CHRISTINE THIBODEAU
40 BRK ST
SCITUATE, MA 02066

NOTICE OF PLACEMENT OF INSURANCE

Re: Loan Number: 0618651632-011D
Policy/Certificate Number: MLR07297242392
Coverage Amount: \$331,853
Effective Date: 05/17/2015 to 05/17/2016
Property Address: 180 STOCKBRIDGE RD
SCITUATE, MA 02066

Dear Customer:

Nationstar Mortgage has enclosed the renewal policy/certificate on your property for hazard insurance obtained by us to protect our interest in your property. The annual premium for this coverage is \$2,195.00, which has been advanced on your behalf as provided by your loan documents. If you currently have an escrow account on your mortgage, we have paid the premium from the escrow account. If you do not have an escrow account, one may be established for you and your monthly mortgage payment will be increased to include the cost of this coverage.

We have obtained this insurance because we have not received satisfactory evidence of insurance coverage as required by your loan documents.

Important Facts to consider about Lender Placed Insurance:

- This policy/certificate insures your property for fire, extended coverage, and vandalism up to the stated limits contained in the policy/certificate. The coverage provided in this policy/certificate may not be as comprehensive as the previous policy secured by you, and the limit of liability may be unacceptable to you because it may not protect your equity in the property.
- Coverage is not provided for theft, personal contents and liability.
- Due to coverage limitations, the insurance provided by this policy/certificate may not be sufficient to restore the property in the event of a total loss.
- This policy/certificate can be canceled upon our receipt of evidence of acceptable replacement coverage. In this event, the policy/certificate will be automatically cancelled as of the effective date of the replacement policy.
- In the event that you pay off your loan, this policy/certificate will cancel as of the date of payoff.
- The cost of this policy/certificate is probably greater than the cost of comparable coverage obtained through your own insurance agent.

As stated in a letter mailed to you approximately 45 days ago, we strongly encourage you to contact an agent of your choice to obtain a policy that provides adequate coverage.

If you have already obtained your own insurance, please ask your agent or broker to send evidence of insurance, including your loan number to:

NATIONSTAR MORTGAGE LLC
ITS SUCCESSORS AND/OR ASSIGNS
P.O. BOX 7729
SPRINGFIELD, OH 45501-7729

You may also fax this information utilizing the declarations page of your policy that summarizes coverage, limits, deductibles, and the current insurance coverage period of the policy. Our fax number is 1-800-687-4729. You may also provide proof of coverage by visiting our website at www.mycoverageinfo.com, referencing PIN number CTX729.



Please call us as soon as possible.
Let us help you today.

We can help

If your hazard insurance is not included within your monthly mortgage payment and you are currently unable to pay your hazard insurance premium to the carrier of your choice, please call us as soon as possible and ask us to set up an escrow account and advance the insurance premium for you. If you choose this option, you would repay us for the advance in your future monthly payments. We will need the contact information for your insurance agent or company as well as the amount of the premium currently due. Insurance companies allow a very short time to reinstate policies that have expired and it is important that you call us immediately if you need our assistance. We cannot pay the insurance premium for hazard coverage you obtain without your cooperation.

Should have any questions, please contact us toll-free at 1-866-825-9267 regarding the amount of insurance purchased. For your convenience, our office hours are Eastern Time 9:00 a.m. - 9:00 p.m. Monday - Thursday, 9:00 a.m. - 7:00 p.m. Friday, and 9:00 a.m. - 3:00 p.m. Saturday.

Sincerely,

Nationstar Mortgage LLC
Insurance Center

**PLEASE SEE REVERSE SIDE OF THIS LETTER OR THE ATTACHMENT
FOR PROPERTY INSURANCE REQUIREMENTS**

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

IF THIS DEBT IS IN OR HAS BEEN DISCHARGED IN A BANKRUPTCY PROCEEDING, BE ADVISED THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT THE DEBT AGAINST YOU. PLEASE NOTE, HOWEVER, WE RESERVE THE RIGHT TO EXERCISE THE LEGAL RIGHTS ONLY AGAINST THE PROPERTY SECURING THE ORIGINAL OBLIGATION.

Esta notificación es de suma importancia. Si no comprende el contenido de esta carta, obtenga una traducción inmediatamente.

P.O. BOX 7729, SPRINGFIELD, OH 45501-7729 Phone 1-866-825-9267 Fax 1-800-687-4729

NATIONSTAR MORTGAGE LLC
Property Insurance Requirements

This notice is intended to summarize the Nationstar Mortgage **hazard** insurance requirements for your property.

In order to protect our mutual interest in your property, Nationstar Mortgage requires that its borrowers maintain hazard insurance that meets the following minimum requirements:

- Your hazard insurance must be at a minimum a one-year fire and extended coverage policy (commonly known as DP-1) in an amount which is **the lower of** the loan amount or 100% of the insurable value of the principal structure(s) securing our loan---required to compensate for damage or loss on a replacement cost basis.
- If Nationstar Mortgage holds only your second mortgage, the amount of coverage for your first mortgage must meet our requirements as stated above and be adequate to protect the security of both the first and second mortgages. If Nationstar Mortgage holds BOTH the primary and secondary mortgages on your property, we require that you provide hazard insurance to protect our interest in the property (which should be **the lower of both** principal balances or 100% of the insurable value of the principal structure(s)---required to compensate for damage or loss on a replacement cost basis). **Nationstar Mortgage must also receive evidence of your insurance renewal for the first mortgage after each renewal date. In addition, you are responsible for adding Nationstar Mortgage LLC (as shown below) as the second mortgagee on the hazard insurance policy for the first mortgage. Your insurance agent can assist you in the amendment process.**
- Hazard insurance policy deductibles for 1-4 family units may not exceed the greater of:
 - \$2,000 or 2% of the policy's insurance limits for windstorm or hail losses.
 - \$1,000 or 1% of the policy's insurance limits for all other covered losses.
- A Mortgagee Clause/Lender's Loss Payable Endorsement must be included with your insurance policy and must provide that the insurance company notifies the lender/servicer at least ten (10) days prior to cancellation of insurance. The mortgagee clause should read as follows:

NATIONSTAR MORTGAGE LLC
ITS SUCCESSORS AND OR ASSIGNS
P.O.Box 7729
Springfield, OH 45501-7729

- Policies from Fair Plan Associations and other government-endorsed programs are acceptable.
- For condominium units in a condominium project, we do not require an individual insurance policy on a condominium unit that secures a first mortgage. However, we do require that the owner's association maintain a "master" or "blanket" type of insurance policy, with premiums being paid as a common expense. The policy must cover all the general and limited common elements that are normally included in coverage. This includes fixtures, equipment, and other personal property inside individual units if they are part of what we have financed, whether or not the property is part of the common elements. The policy must at least protect against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement.
- The insurer must be licensed to conduct business in the state in which the property is located.
- All insurance policies covering individual properties that secure first mortgages must include a "standard" or "union" mortgage clause in the form customarily used in the area in which the property is located.
- Please be advised that the lender-placed carrier providing the coverage referenced above may be staffing our customer service telephone lines.

IMPORTANT INFORMATION

If your loan is currently in a bankruptcy status, this is not an attempt to collect a debt.

DECLARATIONS

AMERICAN SECURITY INSURANCE COMPANY

PO BOX 50355, ATLANTA, GA 30302

A Stock Insurance Company

CERTIFICATE NUMBER: MLR07297242392

CERTIFICATE PERIOD:		Issued under the provisions of	
EFFECTIVE DATE	EFFECTIVE TIME	EXPIRATION DATE	Master Policy No.:
05/17/2015	12:01 am	05/17/2016	MIP-RCH-00729-00
NAMED INSURED and Mailing Address:		For Company Use:	
NATIONSTAR MORTGAGE LLC		Basis:	
ITS SUCCESSORS AND/OR ASSIGNS		Territory: 0002	
P.O. BOX 7729		Class:	
SPRINGFIELD, OH 45501-7729		Other: FIR SFD 007290000 OTHER	
DESCRIBED LOCATION. The property covered by this Certificate is at the described location unless otherwise stated:			
180 STOCKBRIDGE RD SCITUATE, MA 02066			
COVERAGE AND LIMITS OF LIABILITY - Coverage is provided only where a premium is shown for the coverage, subject to all conditions of this Certificate.			
RESIDENTIAL PROPERTY:			
<u>LIMIT OF LIABILITY</u>	<u>DEDUCTIBLES</u>	<u>PREMIUM</u>	
Coverage A - \$331,853	Windstorm, Hail or Hurricane: 1% of the Limit of Liability or	\$2,195.00	
Coverage B - 10% of Coverage A	\$1,000, whichever is greater.		
	All Other Perils: \$1,000		
		TOTAL PREMIUM	\$2,195.00
COMMERCIAL PROPERTY:			
<u>LIMIT OF LIABILITY</u>	<u>DEDUCTIBLES</u>	<u>PREMIUM</u>	
Building -	Windstorm, Hail or Hurricane: % of the Limit of Liability or		
	, whichever is greater.		
	All Other Perils:		
		TOTAL PREMIUM	
Optional Coverages, Assessments, Surcharges, Taxes, Fees (if applicable):			
		TOTAL AMOUNT	\$2,195.00
FORMS AND ENDORSEMENTS which are made a part of this Certificate at the time of issuance:			
MIP 223 AS (01-12), MIP 233 (01-12), MIP 05 MA (01-12), MIP 232 MA (01-12)			
MIP 243 MA (07-12), MIP 219 (01-12), MIP 239 MA (07-12)			
BORROWER - Name and address:			
MICHAEL THIBODEAU			
CHRISTINE THIBODEAU			
40 BRK ST			
SCITUATE, MA 02066			
Loan No.: 0618651632-011D			

CLAIMS: 1-800-326-7781

Issue Date: 05/26/2015

ALL OTHER INQUIRIES:

1-866-825-9267

Countersignature (where required)

MIP 04 AS (01-12)

Page 1 of 1

MIP04ASR-0614

AMERICAN SECURITY INSURANCE COMPANY

P.O. BOX 50355, ATLANTA, GA 30302

A Stock Insurance Company

Home Office: Wilmington, DE

Residential Dwelling Certificate

This Certificate only covers buildings and structures. Please read your Certificate and all endorsements carefully.

THIS CERTIFICATE JACKET TOGETHER WITH THE DWELLING FORM AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THIS CERTIFICATE.

QUICK REFERENCE

	<u>Beginning On Page</u>		<u>Beginning On Page</u>
AGREEMENT	1	CONDITIONS	
DEFINITIONS	1	Certificate Period	5
COVERAGES	1	Insurable Interests	5
OTHER COVERAGES	1	Concealment or Fraud	5
Other Structures	1	Your Duties After Loss	5
Debris Removal	2	Loss Settlement	6
Reasonable Repairs	2	Loss to a Pair or Set	6
Property Removed	2	Glass Replacement	6
Collapse	2	Appraisal	6
Glass or Safety Glazing Material	2	Other Insurance	6
Ordinance or Law	3	Subrogation	6
PERILS INSURED AGAINST	3	Action Against Us	7
GENERAL EXCLUSIONS	4	Loss Payment	7
Ordinance or Law	4	Deductible	7
Earth Movement	4	Abandonment of Property	7
Water Damage	4	No Benefit to Bailee	7
Power Failure	5	Cancellation	7
Neglect	5	Non-Renewal	7
War	5	Liberalization Clause	7
Nuclear Hazard	5	Waiver or Change of Certificate Provisions	8
Intentional Loss	5	Assignment	8
Weather conditions	5	Nuclear Hazard Clause	8
Acts or decisions	5	Salvage and Recoveries	8
Faulty, inadequate or defective	5	Volcanic Eruption Period	8
		Premiums	8

READ YOUR CERTIFICATE CAREFULLY

**Mortgagee's Interest Protection
Residential Dwelling Certificate**

AGREEMENT

We will provide the insurance described in this Certificate in return for the premium and compliance with all applicable provisions of this Certificate and the Declarations, which is attached to and forms a part of this Certificate.

DEFINITIONS

In this Certificate, **you** and **your** refer to the financial institution shown as **named insured** in the Declarations. **We**, **us** and **our** refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. **Borrower** refers to the person or persons who have entered into a lien or mortgage agreement with the **named insured** for the property shown as the **described location** in the Declarations.
2. **Residential Property** means the **dwelling** and other structures covered by this Certificate and shown as the **described location** in the Declarations.
3. **Net Loan Balance** means and is limited to only the unpaid principal balance plus earned interest as of the date of loss.
4. **Actual Cash Value** means the cost of replacing the damaged or destroyed property with a comparable new property, minus depreciation and obsolescence.
5. **Described Location.** The legal description, or common street address, of real property which has been pledged under a valid deed of trust, mortgage document, or any other mortgage instrument as security for a loan made, assumed or serviced by an insured and upon which a building is situated.
6. **Dwelling.** A building designed for use as a residence for no more than four families or a **mobile home**.
7. **Mobile Home** means:
 - a. A building which satisfies the National Mobile Homes Construction and Safety Standards, as presently existing or hereafter amended, or the American Society of Civil Engineers Standard ANSI/ASCE 7-88.
 - b. A manufactured home is a structure built on a permanent chassis, transported to its site in one or more sections and affixed to a permanent foundation.

COVERAGES

This insurance applies to the **described location**, coverages for which a Limit of Liability is shown and Perils Insured Against for which a premium is stated.

COVERAGE A - Dwelling

1. Property Covered

We cover

- a. The 1-4 family **dwelling** on the **described location** shown in the Declarations, used principally for **dwelling** purposes, including structures attached to the **dwelling**;
- b. Materials and supplies located on or next to the **described location** used to construct, alter or repair the **dwelling** or other structures on the **described location**; and
- c. If not otherwise covered in this Certificate, building equipment and outdoor equipment used for the service of and located on the **described location**.

2. Property Not Covered

- a. Personal property of any kind.
- b. Outdoor trees, shrubs, plants and lawns.
- c. Outdoor swimming pools; fences, piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls not constituting a part of buildings; walks, roadway; and other paved surfaces.
- d. Cost of excavations, grading or filling.
- e. Foundations of buildings, machinery, boilers or engines which foundations are below the surface of the ground.
- f. Pilings, piers, pipes, flues and drains which are underground.
- g. Pilings which are below the low water mark.
- h. Land, including land on which the **residential property** is located.

COVERAGE B - Other Structures

We cover other structures on the **described location**, set apart from the **dwelling** by clear space. This includes structures connected to the **dwelling** by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures used in whole or in part for commercial, manufacturing or farming purposes.

OTHER COVERAGES

1. **Other Structures.** You may use up to 10% of the Coverage A Limit of Liability for loss by a Peril Insured Against to other structures described in Coverage B.

Use of this coverage does not reduce the Coverage A Limit of Liability for the same loss.

2. Debris Removal. We will pay up to 10% of the Coverage A Limit of Liability for your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against causes the loss; or
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a **dwelling**.

Use of this coverage does not reduce the Coverage A Limit of Liability for the same loss.

3. Reasonable Repairs.

- a. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by **you** for necessary measures taken solely to protect against further damage.
- b. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this Certificate and the damage to that property is caused by a Peril Insured Against. This coverage does not:
 - (1) Increase the Coverage A Limit of Liability that applies to the covered property;
 - (2) Relieve **you** of **your** duties, in case of a loss to covered property, as set forth in Condition 4.b.

4. Property Removed.

We insure covered property against direct loss from any cause while being removed from a **described** location endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the Limit of Liability that applies to the property being removed.

5. Collapse.

- a. With respect to this Other Coverage:
 - (1) Collapse means an abrupt falling down or caving in of a **residential property** or any part of a **residential property** with the result that the **residential property** or part of the **residential property** cannot be occupied for its current intended purpose.
 - (2) A **residential property** or any part of a **residential property** that is in danger of falling down or caving in is not considered to be in a state of collapse.
 - (3) A part of a **residential property** that is standing is not considered to be in a state of collapse even if it has separated from another part of the **residential property**.
 - (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of

cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- b. We insure for risk of direct physical loss to covered property involving collapse of a **residential property** or any part of a **residential property** caused only by one or more of the following:

(1) Perils Insured Against. These perils apply to covered **residential property** for loss insured by this Other Coverage;

- (a) Fire or Lightning
- (b) Windstorm or Hail
- (c) Explosion
- (d) Riot or Civil Commotion
- (e) Aircraft
- (f) Vehicles
- (g) Smoke
- (h) Vandalism or Malicious Mischief
- (i) Damage by Burglars
- (j) Falling Objects
- (k) Weight of Ice, Snow or Sleet
- (l) Accidental Discharge or Overflow of Water or Steam
- (m) Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging
- (n) Freezing
- (o) Sudden and Accidental Damage From Artificially Generated Electrical Current
- (p) Volcanic Eruption

(2) Hidden decay;

(3) Hidden insect or vermin damage;

(4) Weight of contents, equipment, animals or people;

(5) Weight of rain which collects on a roof;

(6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- c. Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b.(2) through (6) above unless the loss is a direct result of the collapse of a **residential property** or any part of a **residential property**.

- d. This coverage does not increase the Coverage A Limit of Liability that applies to the damaged covered property.

6. Glass or Safety Glazing Material.

- a. We cover:

(1) The breakage of glass or safety glazing material which is part of a covered **residential property**, storm door or storm window;

(2) The breakage of glass or safety glazing material which is part of a covered **residential property**, storm door or storm window when caused directly by earth movement; and

(3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a **residential property**, storm door or storm window.

b. This coverage does not include loss to covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above.

c. This coverage does not increase the Coverage A Limit of Liability that applies to the damaged property.

7. Ordinance Or Law.

a. The Ordinance Or Law Limit of Liability determined in b. below will apply with respect to the increased costs due to the enforcement of any ordinance or law which requires or regulates:

(1) The construction, demolition, remodeling, renovation or repair of that part of a covered **residential property** damaged by a Peril Insured Against;

(2) The demolition and reconstruction of the undamaged part of a covered **residential property**, when that **residential property** must be totally demolished because of damage by a Peril Insured Against to another part of that covered **residential property**; or

(3) The remodeling, removal or replacement of the portion of the undamaged part of a covered **residential property** necessary to complete the remodeling, repair or replacement of that part of the covered **residential property** damaged by a Peril Insured Against.

b. If you are an owner of a **described location**, and that location is insured for Coverage A, you may use up to 10% of the Limit of Liability that applies to Coverage A at each **described location**. This limit includes any resulting debris removal expense.

c. We do not cover:

(1) The loss in value to any covered **residential property** due to the requirements of any ordinance or law; or

(2) The costs to comply with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way

respond to, or assess the effects of, **pollutants** in or on any covered **residential property**.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

PERILS INSURED AGAINST

COVERAGE A - DWELLING and COVERAGE B - OTHER STRUCTURES

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property; however, we do not insure loss:

1. Excluded under **General Exclusions**;
2. Involving collapse, other than as provided in **Other Coverages 5**;
3. Caused by:

a. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a

(1) Fence, pavement, patio or swimming pool;

(2) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building or other structure;

(3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or

(4) Pier, wharf or dock;

b. Theft of property not part of a covered **residential property** or structure;

c. Theft in or to a **dwelling** or structure under construction;

d. Wind, hail, ice, snow or sleet to:

(1) Outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers; or

(2) Trees, shrubs, plants or lawns;

e. Constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

f. Any of the following:

- (1) Wear and tear, marring, deterioration;
- (2) Inherent vice, latent defect, mechanical breakdown;
- (3) Smog, rust or other corrosion, fungi, mold, wet or dry rot.
Fungi means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi;
- (4) Smoke from agricultural smudging or industrial operations;
- (5) Discharge, dispersal, seepage, migration release or escape of **pollutants**.
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings; or
- (7) Birds, vermin, rodents, insects or domestic animals.

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a **residential property** necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or roof drain, gutter, downspout or similar fixtures or equipment.

General Exclusion 1.c. Water Damage, Paragraphs (1) and (3) that apply to surface water and water below the surface of ground do not apply to loss by water covered under 3.f. above.

Under items 1. and 2., any ensuing loss to property described in Coverages A and B not excluded or excepted in this Certificate is covered.

GENERAL EXCLUSIONS

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event

contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

a. **Ordinance or Law.**

Ordinance or Law means any ordinance or law:

- (1) Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This exclusion 1.a.(1) does not apply to the Limit of Liability that may be provided under **Other Coverage 7. Ordinance or Law**;
- (2) The requirements of which result in a loss in value to property; or
- (3) Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion 1.a. applies whether or not the property has been physically damaged.

b. **Earth Movement.**

Earth Movement means:

- (1) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
 - (2) Landslide, mudslide or mudflow;
 - (3) Subsidence or sinkhole; or
 - (4) Any other earth movement including earth sinking, rising or shifting;
- caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

c. **Water Damage, meaning:**

- (1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) Water or water-borne material which backs up through sewers or drains or which overflows from a sump, sump pump or related equipment; or
- (3) Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a **residential property**, sidewalk,

driveway, foundation, swimming pool or other structure;

Caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire or explosion resulting from water damage is covered.

- d. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the **described location**. But, if a Peril Insured Against ensues on the **described location**, we will pay only for that ensuing loss.
 - e. **Neglect**, meaning **your** neglect to use all reasonable means to save and preserve property at and after the time of a loss.
 - f. **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
 - g. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
 - h. **Intentional Loss**, meaning any loss arising out of any act committed:
 - (1) By **you** or at **your** direction; and
 - (2) With the intent to cause a loss.
2. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this Certificate is covered.
- a. **Weather conditions**. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;
 - b. **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;
 - c. **Faulty, inadequate or defective**:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 of part or all of any property whether on or off the **described location**.

CONDITIONS

1. **Certificate Period**. This Certificate applies only to loss which occurs during the Certificate period.

2. **Insurable Interest**. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

- a. For an amount greater than the interest of a person insured under this Certificate; or
- b. For more than the applicable Limit of Liability as shown in the Declarations.

If the **described location** is vacant and the mortgage on the property has been declared in default by the mortgagee at the time of a loss, we shall pay no more than the **named insured's** interest in the property at the time of loss unless the **borrower** participates in the claim.

The **named insured's** interest is represented by the **borrower's net loan balance**.

3. **Concealment or Fraud**. We provide coverage to no persons insured under this Certificate if, whether before or after a loss, one or more persons insured under this Certificate have:
 - a. Intentionally concealed or misrepresented any material fact or circumstance
 - b. Engaged in fraudulent conduct; or
 - c. Made false statements; relating to this insurance.
4. **Your Duties After Loss**. In case of a loss to covered property, you must see that the following are done:
 - a. Give prompt notice to us or our agent;
 - b. (1) Protect the property from further damage;
 - (2) Make reasonable and necessary repairs to protect the property; and
 - (3) Keep an accurate record of repair expenses;
 - c. Cooperate with us or our representative in the investigation of a claim;
 - d. As often as we reasonably require:
 - (1) Show the damaged property;
 - (2) Provide us with records and documents we request and permit us to make copies; and
 - (3) Submit to examination under oath, while not in the presence of any other **named insured**, and sign the same;
 - e. Send to us, within 60 days after our request, **your** signed, sworn proof of loss which sets forth, to the best of **your** knowledge and belief:
 - (1) The time and cause of loss;
 - (2) **Your** interest and that of all others in the property involved and all liens on the property;
 - (3) Other insurance which may cover the loss;
 - (4) Changes in title or occupancy of the property during the term of the Certificate;
 - (5) Specifications of damaged **residential property** and detailed repair estimates.

5. Loss Settlement.

In this Condition 5., the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law except to the extent that coverage for these increased costs is provided in **Other Coverage 7. Ordinance Or Law**. Covered property losses are settled as follows:

a. Property of the following types:

- (1) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
- (2) Structures that are not buildings; at **actual cash value** at the time of loss but not more than the amount required to repair or replace.

b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:

We will pay the cost to repair or replace, after application of any deductible and without deduction for depreciation, but not more than the least of the following amounts:

- (1) The Limit of Liability under this Certificate that applies to the **residential property**;
- (2) The replacement cost of that part of the **residential property** damaged with material of like kind and quality and for like use;
- (3) The necessary amount actually spent to repair or replace the damaged **residential property**; or
- (4) The **net loan balance** at the time of loss.

If the **residential property** is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the **residential property** had been built at the original premises.

c. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in b. above.

However, if the cost to repair or replace the damage is both:

- (1) Less than 5% of the Limit of Liability in this Certificate on the **residential property**; and
- (2) Less than \$2,500;

we will settle the loss as noted in b. above whether or not actual repair or replacement is complete.

d. You may disregard the replacement cost loss settlement provisions and make claim under this Certificate for loss to residential property

on **actual cash value** basis. You may then make claim for any additional liability according to the provisions of this **Condition 5. Loss Settlement**, provided you notify us of your intent to do so within 180 days after the date of loss.

6. Loss To A Pair Or Set.

In case of loss to a pair of set we may elect to:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or
- b. Pay the difference between **actual cash value** of the property before and after the loss.

7. Glass Replacement. Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.**8. Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the **described location** is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

9. Other Insurance. If we have issued a Certificate of insurance because you have not received evidence of other acceptable insurance from the **borrower** and you subsequently receive such evidence, you shall immediately notify us and request coverage to be terminated on the **described location**. Coverage on any **described location** provided under this Certificate will be terminated on the effective date of other acceptable insurance.

If there is any other valid or collectible insurance which would attach if the insurance under this Certificate had not been effected, this insurance shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted.

10. Subrogation (Our Rights of Recovery). In the event of any claim under this Certificate, we are entitled to all your rights of recovery against another person. You must sign and deliver to us any legal

papers relating to that recovery, do whatever else is necessary to help us exercise those rights and do nothing after loss to prejudice our rights.

When you have made a claim under this Certificate and also recover from another person, the amount recovered from the other person shall be held by you in trust for us and reimbursed to us to the extent of any damages paid by us under this Certificate.

11. **Action Against Us.** No action can be brought unless the Certificate provisions have been complied with and the action is started within one year after the date of loss.
12. **Loss Payment.** We will adjust all losses with the **named insured**. Loss will be made payable to the **named insured**. No coverage will be available to any mortgagee other than that shown as the **named insured** on the Declarations. Loss will be payable 30 days after we receive proof of loss and:
 - a. Reach an agreement with the **named insured**;
 - b. There is an entry of a final judgment; or
 - c. There is a filing of an appraisal award with us.
13. **Deductible.** We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown on the Declarations. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Loss Settlement limit.
14. **Abandonment of Property.** We need not accept any property abandoned by you.
15. **No Benefit to Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this Certificate.
16. **Cancellation.**
 - a. The **named insured** may cancel this Certificate at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect. No cancellation may be effected more than thirty (30) days before the date such request is received by us; unless
 - (1) There was other valid and collectible insurance coverage for the covered property, or
 - (2) The **named insured** has obtained our prior approval.
 - b. We may cancel this Certificate only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to the **named insured**, or mailed to the **named insured** at the **named insured's** mailing

address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- (1) When the **named insured** has not paid the premium, we may cancel at any time by letting the **named insured** know at least 10 days before the date cancellation takes effect.
- (2) When this Certificate has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting the **named insured** know at least 10 days before the date cancellation takes effect.
- (3) When this Certificate has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the Certificate; or
 - (b) If the risk has changed substantially since the Certificate was issued. This can be done by letting the **named insured** know at least 30 days before the date cancellation takes effect.
- (4) When this Certificate is written for a period of more than one year, we may cancel for any reason at anniversary by letting the **named insured** know at least 30 days before the date cancellation takes effect.
- c. However, any individual Certificate shall automatically and immediately terminate, upon:
 - (1) Payment in full of the obligation assumed under the mortgage agreement, except in cases where the **named insured** has specified otherwise; or
 - (2) The effective date of other insurance obtained by the **borrower** which complies with the **named insured's** requirements.
- d. When this Certificate is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- e. If the return premium is not refunded with the notice of cancellation or when this Certificate is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
17. **Non-Renewal.** We may elect not to renew this Certificate. We may do so by delivering to the **named insured**, or mailing to the **named insured** at the **named insured's** mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this Certificate. Proof of mailing will be sufficient proof of notice.
18. **Liberalization Clause.** If we make a change which broadens coverage under this edition of our

Certificate without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the Certificate period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our Certificate.

19. Waiver or Change of Certificate Provisions. A waiver or change of a provision of this Certificate must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights. No course of conduct nor any indulgences, waivers, extensions forbearances, non-enforcement of Certificate conditions, or the like, extended at or over any time or from time to time by the Company to the named insured or anyone shall waive, nullify, or modify any Certificate provision as to any other occasion or waive, nullify, or modify any other Certificate provision.

20. Assignment. Assignment of this Certificate will not be valid unless we give our written consent.

21. Nuclear Hazard Clause

a. **Nuclear Hazard** means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or

smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.

c. This Certificate does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

22. Salvage and Recoveries. When, in connection with any loss covered by this Certificate, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be refigured on the basis of what it would have been settled for had the amount of salvage or recovery been known at the time the amount of loss was originally determined. Any amounts thus found to be due any party shall be promptly paid.

23. Volcanic Eruption Period. One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

24. Premiums. The named insured is authorized to advance all funds to be recovered from the borrower for the insurance afforded and to act for such borrower in all matters pertaining to this insurance including receipt of notice of cancellation, and return premium, if any.

In Witness Whereof, we have caused this Certificate to be signed by our President and Secretary, but it shall not be valid unless countersigned on the Declarations by our authorized representative (where required by state law).



SECRETARY



PRESIDENT

**Mortgagee's Interest Protection
Residential Property
Massachusetts Tenants Relocation Expense**

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

This endorsement is required by Massachusetts law.

When this Certificate insures multi-unit residential property it provides "relocation expense" benefits as follows:

1. Relocation Expense

When a "rented living quarters" in a building covered by this policy is made uninhabitable as a result of a loss by fire, this policy covers "relocation expense" incurred by the tenant or lawful occupant to relocate to other living quarters in the shortest possible time.

2. Definitions

a. "Relocation expense" means documented, reasonable and necessary costs and living expenses, including:

- (1) Costs of packing, insuring, storing and carting household goods;
- (2) Costs of securing new utility services less refunds from discontinued services at the damaged premises;
- (3) Cost of searching for other quarters;
- (4) Costs of disconnecting and reconnecting household appliances;
- (5) Additional living expenses while searching for or awaiting possession of other quarters or the restoration of existing quarters, including costs of hotel room rental;
- (6) The security deposit and first month's rent for a new rental unit if the security deposit of last month's rent is not already due and owing from the landlord to the tenant; and
- (7) Clothing or furniture replacement;

commencing with the date of damage to the covered building and not limited by the expiration date of this policy.

"Relocation expense" does not mean:

- (1) Loss caused by the termination of a lease or other agreement; or
- (2) Down payments, legal fees and closing costs incidental to the purchase of other quarters.

b. "Rented living quarters" means a room, suite of rooms or apartment rented as a single residential unit by one or more persons.

"Rented living quarters" does not mean one or more rooms occupied by one or more persons as roomers in a hotel, motel, public or private lodging or rooming house where the premises are occupied on a transient basis.

3. Limit Of Liability

The liability for "relocation expense" under this policy is limited to not more than \$750 for a "rented living quarters".

4. No Deductible

The deductible provisions of this Certificate do not apply to the "relocation expense" benefits.

5. Other Insurance

- a. If at the time of loss, the tenant or lawful occupant has other insurance that covers "relocation expense", we shall not be liable for any loss under this coverage until the liability of such other insurance has been exhausted.
- b. If you have other insurance that covers "relocation expense", payment under this policy will be prorated with such insurance for the smaller of the incurred "relocation expense" or \$750 all after application of the other insurance of the tenant or lawful occupant.

6. Loss Settlement

The claims of all persons occupying the "rented living quarters" will be settled with and payment made to the tenant or lawful occupant renting the quarters from the building owners, or lessor.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**Mortgagee's Interest Protection
Residential Property
Massachusetts Amendatory Endorsement**

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

DEFINITIONS

The following Definition is added:

8. **Fungi** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**COVERAGES
OTHER COVERAGES**

The following is added:

8. **Fungi, Wet or Dry Rot or Bacteria.**
- a. We will pay up to \$15,000 for:
 - (1) The total of all loss payable under this Certificate caused by **fungi**, wet or dry rot, or bacteria;
 - (2) The cost to remove **fungi**, wet or dry rot, or bacteria from the covered property under this Certificate;
 - (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the **fungi**, wet or dry rot, or bacteria; and
 - (4) The cost of testing of air or property to confirm the absence, presence or level of **fungi**, wet or dry rot, or bacteria after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of **fungi**, wet or dry rot, or bacteria.
 - b. The coverage described in 8.a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the Certificate Period and only if all reasonable means were used to save and preserve the **residential property** from further damage at and after the time the Peril Insured Against occurred.
 - c. \$15,000 is the most we will pay for the total of all loss or costs payable under this Certificate, regardless of the:
 - (1) Number of **Described Locations**; or
 - (2) Number of occurrences or claims made.
 - (3) Number of **insureds**.

This coverage does not increase the limit of liability applying to the damaged **residential property**.

**PERILS INSURED AGAINST
COVERAGE A - DWELLING and
COVERAGE B - OTHER STRUCTURES**

Paragraph 3.f.(3) is deleted and replaced by the following:

- (3) Smog, rust or other corrosion;

GENERAL EXCLUSIONS

Exclusion 1.i. is added.

- i. **Fungi, Wet or Dry Rot, or Bacteria**, meaning the presence, growth, proliferation, spread or any activity of **fungi**, wet or dry rot, or bacteria. This exclusion does not apply:
 - (1) When **fungi**, wet or dry rot, or bacteria results from fire or lightning; or
 - (2) To the extent coverage is provided for in the **Fungi, Wet or Dry Rot or Bacteria** coverage under Other Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.
 Direct loss by a Peril Insured Against resulting from **fungi**, wet or dry rot, or bacteria is covered.

CONDITIONS

8. **Appraisal** is deleted and replaced by the following:
8. **Appraisal.** If you and we fail to agree on the amount of loss, we shall, upon receipt of your written request to do so, refer this matter to a group of three member board of referees to be selected in accordance with applicable law. They shall act according to the procedures set by the law and their decision will be conclusive and final. This group does not make decisions about matters of coverage or fault.
11. **Action Against Us** is deleted and replaced by the following:
11. **Action Against Us.** No action can be brought unless the Certificate provisions have been complied with and the action is started within two years after the date of loss. However, if a court prevents the start or continuance of the action, but at a later date allows the action to resume, the action must be resumed within one year of the court order. If a disagreement about the amount of loss has been referred to a board of referees

within two years of the date of loss, any action against **us** must be started within 90 days after the board's decision.

16. Cancellation, a. and b. are deleted and replaced by the following:

- a. The **named insured** may cancel this Certificate at any time by returning it to **us** or by letting **us** know in writing of the date cancellation is to take effect.
- b. **We** may cancel this Certificate only for the reasons stated below by letting the **named insured** know in writing of the date cancellation takes effect and the reason for cancellation. This cancellation notice may be delivered to the **named insured**, or mailed to the **named insured** at the **named insured's** mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - (1) If this Certificate has been in effect for less than 60 days, **we** may cancel this Certificate for any reason by letting the **named insured** know at least 20 days before the effective date of cancellation.
 - (2) If this Certificate has been in effect for 60 days or more, **we** may cancel this Certificate only for one or more of the following reasons by letting the **named insured** know at least 20 days before the effective date of cancellation:
 - (a) Nonpayment of premium;
 - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (c) Discovery of fraud or material misrepresentation by the **named insured** in obtaining the Certificate;
 - (d) Discovery of willful or reckless acts or omissions by the **named insured** increasing the hazard insured against;
 - (e) Physical changes in the property insured which result in the property becoming uninsurable; or
 - (f) A determination by the Commissioner that continuation of the Certificate would violate or place **us** in violation of the law.

Where the stated reason for cancellation is nonpayment of premium, the **named insured** may continue the coverage and avoid the effect of the cancellation by payment within 15 days of the **named insured's** receipt of the cancellation notice.

17. Non-Renewal is deleted and replaced by the following:

17. Non-Renewal.

- a. Ordinarily **we** will renew this Certificate automatically and send the **named insured** the renewal notice. The notice will explain what the **named insured** should do, if the **named insured** wants to continue the Certificate.
- b. **We** may elect not to renew this Certificate. **We** may do so by delivering to the **named insured**, or mailing to the **named insured** at the **named insured's** mailing address shown in the Declarations, written notice of non-renewal at least 45 days before the expiration date of this Certificate. Proof of mailing will be sufficient proof of notice.
- c. Notice of non-renewal will state the reason for non-renewal.
- d. However, if this Certificate was executed on behalf of **us**, in whole or in part, by or on behalf of the **named insured's** insurance agent or **our** insurance broker, **we** will send written notice only to the agent or broker. Every insurance agent or broker receiving this notice will, within 15 days of its receipt, send a copy to the **named insured**, unless the agent or broker has replaced the insurance.

The following Condition is added:

27. City or Town Liens. The following provisions apply:

- a. In spite of any provision of any general or special law:
 - (1) **We** will not pay for loss or damage to real property caused by any Peril Insured Against if the amount of loss is \$5,000 or more unless **you** first submit to **us** a certificate of municipal liens from the collector of taxes of the city or town where the property is located.
 - (2) **We** will pay to the city or town any amount outstanding on the certificate of municipal liens arising from the provisions of Massachusetts General Law Chapters 40, 59, 60, 80, 83 and 164, Sections 58B through 58F.
 - (a) The payment will not exceed the amount of loss payable under this Certificate.
 - (b) **We** will send the **named insured** proof of **our** payment to the city or town.
 - (3) The claim of the city or town will have priority over the claim of any mortgageholder, assignee, **you** or any other interested party, except where otherwise provided by the laws of the United States.

- (4) We will not be liable to any city, town, mortgageholder, assignee, **you** or any other interested party for:
- (a) Amounts paid to a city or town; or
 - (b) Amounts not paid to a city or town based upon a certificate showing that no municipal liens exist.
- (5) Paragraphs a.(1), a.(2), a.(3) and a.(4) above will not apply to any owner-occupied one-to-four-family dwelling if the owner of the dwelling lived there when the claim for loss or damage arose.
- b. We will not pay any claim for:
- (1) Loss, damage or destruction of \$1,000 or more to a building or structure; or
 - (2) Loss, damage or destruction, of any amount, that causes a building or structure to become:
 - (a) Dangerous to life or limb; or
 - (b) Unused, uninhabited or abandoned and open to the weather;as provided under Massachusetts General Law, Section 6 of Chapter 143;
- without giving at least 10 days written notice before such payment to the Building Commissioner or the appointed Inspector of

Buildings and the Board of Health or the Board of Selectmen of the city or town where the property is located.

- c. If at any time before our payment, the city or town notifies us by certified mail of its intent to begin proceedings designed to perfect a lien under Massachusetts General Law:
- (1) Chapter 143, Section 3A or 9; or
 - (2) Chapter 111, Section 127B;
- we will not pay while the proceedings are pending. The proceedings must be started within 30 days after we receive the notice. Any lien perfected under the Massachusetts General Laws referred to in c.(1) and c.(2) above will extend to the city or town and may be enforced by it against the proceeds of this Certificate.
- d. We will not be liable to any city, town, mortgageholder, assignee, **you** or any other interested party for:
- (1) Amounts paid to a city or town; or
 - (2) Amounts not paid to a city or town; under Provisions b. and c. above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**Mortgagee's Interest Protection
Wind, Hail and Hurricane - Massachusetts
Mandatory Deductible Endorsement**

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

When loss occurs caused by the peril of **Windstorm, Hail or Hurricane**, the deductible will be the greater of 1% of the Limit of Liability or \$1,000, per **described location**.

Hurricane Occurrence:

- a. Begins at the time a hurricane watch or warning is issued for any part of Massachusetts by the National Hurricane Center of the National Weather Service;
- b. Continues for the time period during which the hurricane conditions exist anywhere in Massachusetts; and
- c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Massachusetts by the National Hurricane Center of the National Weather Service.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**Mortgagee's Interest Protection
Residential Property
Inflation Protection Endorsement**

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

OTHER COVERAGES

The following item is added:

8. Inflation Protection

The Limit of Liability for Coverage A shown on the Declarations will be adjusted at Certificate anniversary by the national residential average building cost trend factor published by Marshall & Swift/Boeckh.

The premium for this Certificate at the next anniversary date will be based on the Coverage A Limit of Liability determined on that date by the provisions of this coverage.

The Coverage A Limit of Liability will not be reduced during the current Certificate term below that for which premium was paid.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**Mortgagee's Interest Protection
Residential Property
Massachusetts Replacement Cost Endorsement 1**

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

It is understood and agreed that throughout this Certificate **you** and **your** refer to the financial institution as **named insured** and the **borrower** shown in the Declarations.

CONDITIONS

5. **Loss Settlement**, paragraph b. is replaced by the following:

- b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:

We will pay the cost to repair or replace, after application of any deductible and without deduction for depreciation, but not more than the least of the following amounts:

- (1) The Limit of Liability under this Certificate that applies to the **residential property**;
- (2) The replacement cost of that part of the **residential property** damaged with material of like kind and quality and for like use; or
- (3) The necessary amount actually spent to repair or replace the damaged **residential property**.

12. **Loss Payment** is deleted and replaced by the following:

12. **Loss Payment.** We will adjust all losses with the **named insured**. Loss will be made payable to the **named insured** and the **borrower** as their interests appear, either by a single instrument or by separate instruments payable respectively to the **named insured** and the **borrower**, at our option.

No coverage will be available to any mortgagee other than that shown as the **named insured** on the Declarations. Loss will be payable 30 days after we receive proof of loss and:

- a. Reach an agreement with the **named insured**;
- b. There is an entry of a final judgment; or
- c. There is a filing of an appraisal award with us.

We shall pay interest to the **named insured** at the rate of one percent over the prime interest rate on the agreed figure commencing thirty days after the date an executed proof of loss for such figure is received by us, such interest to continue as long as the claim remains unpaid.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.